



Property Owners Insurance Certificate Wording

Underwritten by

Certain Underwriters at Lloyd's

ABACUS

Insurance Certificate Wording

Underwritten by Certain Underwriters at Lloyd's (identified on the attached Schedule)

In return for payment of the premium shown in the **schedule**, **we** agree to insure **you**, subject to the terms and conditions contained in or endorsed on this certificate, against any loss or damage **you** sustain or legal liability **you** incur for accidents happening during the period shown in the **schedule**.

When drawing up this certificate, **we** have relied on the information and statements which **you** have provided in the proposal form (or declaration) on the date shown in the **schedule**.

The insurance relates **ONLY** to those sections of the certificate which are shown in the **schedule** as being included.

In this certificate, **We** bind ourselves severally and not jointly, that is, in the event of a loss, each of **us** (and **our** Executors and Administrators) is liable only for his own share of his syndicate's proportion of the risk.

The written authority (which number is shown in the **schedule**) allows **your broker** to sign and issue this certificate on behalf of Certain Underwriters at Lloyd's (identified on the attached **Schedule**). The Society of Lloyd's and Underwriters at Lloyd's are authorised and regulated by the Financial Services Authority.

COOLING OFF PERIOD

You are entitled to cancel this insurance by writing to **your broker** within 14 days of either:-

1. The date **you** receive **your** policy documentation; or
 2. The start of the **period of insurance**
- whichever is the later.

CANCELLATION

1. **We** can cancel this insurance by giving **you** 30 days' notice in writing. Any return premium due to **you** will depend on how long this insurance has been in force.
2. **You** can also cancel this insurance at any time by writing to **your broker**. Any return premium due to **you** will depend on how long this insurance has been in force and whether **you** have made a claim. **We** may make a minimum charge of 50% of the annual premium if the policy is in its first year of insurance.

COMPLAINTS

Please see **your** Policy Schedule.

CLAIMS

Please see **your** Policy Schedule.

FINANCIAL SERVICES COMPENSATION SCHEME

Insurers are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the Scheme if a Lloyd's insurer is unable to meet its obligations to **you** under this contract. If **you** were entitled to compensation under the Scheme, the level and extent of the compensation would depend on the nature of this contract. Further Information about the Scheme is available from the Financial Services Compensation Scheme (7th Floor Lloyd's Chambers, Portsocken Street, London E1 8BN) and on their website: www.fscs.org.uk

LAW & JURISDICTION APPLICABLE TO THE INSURANCE

Notice to the Insured. The parties are free to choose the law applicable to this Insurance Contract. Unless specifically agreed to the contrary this insurance shall be governed by the laws of England and subject to the exclusive jurisdiction of the courts of England. The language for contractual terms and communication will be English.

Introduction

This policy of insurance, **schedule** and any **endorsement** applying to **your** policy forms **your** insurance document. This document sets out the conditions of the contract of insurance between **you** and **us**. **You** should keep it in a safe place.

Please read the whole document carefully. It is arranged in different sections. It is important that

- **you** are clear which sections **you** have requested and want to be included;
- **you** understand what each section covers and does not cover;
- **you** understand **your** own duties under each section and under the insurance as a whole.

Please contact **your broker** immediately if this document is not correct or if **you** would like to ask any questions.

Wherever the following words appear in this insurance they will have the meanings shown below.

Bodily injury **Bodily injury** includes death or disease.

Buildings • The **home** and its decorations
• fixtures and fittings attached to the **home**
• permanently installed swimming pools, fixed hot tubs, tennis courts, drives, patios and terraces, walls, gates and fences and fixed fuel tanks **you** own or for which **you** are legally liable within the **premises** named in the **schedule**.

Contents Household goods and personal property, within the **home**, which are **your** property or which **you** are legally liable for.

Contents includes:

- carpets
- radio and television aerials, satellite dishes, their fittings and masts which are attached to the **home**
- property in the open but within the **premises** up to £250 in total (other than radio and television aerials, satellite dishes, their fittings and masts which are attached to the **home**)

Contents does NOT include:

- motor vehicles (other than garden machinery) caravans, trailers or watercraft or their accessories
- any living creature
- any part of the **buildings**
- any property held or used for business purposes
- any property insured under any other insurance
- jewellery, furs, gold and silver, pictures and paintings.
- any electrical item except washing machines, dishwashers, fridges, freezers and tumble dryers.

Endorsement	A change in the terms and conditions of this insurance.
Home	The private dwelling of standard construction and the garages and outbuildings used for domestic purposes at the premises shown in the schedule .
Occupant	A person or persons authorised by you to stay in the home overnight.
Period of insurance	The length of time for which this insurance is in force, as shown in the schedule and for which you have paid and we have accepted a premium.
Premises	The address which is named in the schedule .
Sanitary ware	Washbasins, sinks, bidets, lavatory pans and cisterns, shower trays, shower screens, baths and bath panels.
Schedule	The schedule is part of this insurance and contains details of you , the premises , the sums insured, the period of insurance and the sections of this insurance which apply.
Standard construction	Built of brick, stone or concrete and roofed with slates, tiles, asphalt, metal or concrete.
Unoccupied	The home is unoccupied when it has not been lived in for more than 30 consecutive days.
We / us / our	The Underwriters at Lloyd's (either individual or corporate) who have a share in this insurance.
You / your / insured	The person or persons named in the schedule and all members of their family who permanently live in the home .
Your broker	The insurance broker who placed this insurance on your behalf.

General Conditions applicable to the whole of this insurance

Each **home** included under this insurance is considered to be covered as if separately insured.

Your duties

1. **You** must take all reasonable steps to prevent loss, damage or an accident and keep the **buildings** in a good state of repair.
2. **You** must tell **your broker** immediately if
 - the **home** becomes let under different circumstances or the nature of tenancy alters from that originally disclosed
 - the **home** is left unattended by day or night other than for a normal job of work, or
 - the **home** is left without an **occupant** for more than 30 consecutive days.

When **we** receive this notice **we** have the option to change the conditions of this insurance.

3. **You** must tell **your broker** before **you** start any conversions, extensions or other structural work to the **buildings**. When **we** receive this notice **we** have the option to change the conditions of this insurance.

If **you** fail to comply with any of the above duties this insurance may become invalid.

Data Protection Act 1998

You should understand that any information **you** have provided will be processed by **us**, in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to other parties.

Several Liability Clause

The liability of an insurer under this contract is several and not joint with other insurers party to this contract. An insurer is liable only for the proportion of liability it has underwritten. An insurer is not jointly liable for the proportion of liability underwritten by any other insurer. Nor is an insurer otherwise responsible for any liability of any other insurer that may underwrite this contract.

The proportion of liability under this contract underwritten by an insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown in this contract.

In the case of a Lloyd's syndicate, each member of the syndicate (rather than the syndicate itself) is an insurer. Each member has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by all the members of the syndicate taken together). The liability of each member of the syndicate is several and not joint with other members. A member is liable only for that member's proportion. A member is not jointly liable for any other member's proportion. Nor is any member otherwise responsible for any liability of any other insurer that may underwrite this contract. The business address of each member is Lloyd's, One Lime Street, London EC3M 7HA. The identity of each member of a Lloyd's syndicate and their respective proportion may be obtained by writing to Market Services, Lloyd's, at the above address.

Although reference is made at various points in this clause to "this contract" in the singular, where the circumstances so require this should be read as a reference to contracts in the plural.'

General Exclusions applicable to the whole of this insurance

a) Radioactive Contamination and Nuclear Assemblies Exclusion

We will not pay for

1. loss or destruction of or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising therefrom;
2. any legal liability of whatsoever nature;

directly or indirectly caused by or contributed to by or arising from:-

- i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel,
- ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

b) War Exclusion

We will not pay for any loss or damage or liability directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

c) Existing and Deliberate Damage

We will not pay for loss or damage

- occurring before cover starts or arising from an event before cover starts
- caused deliberately by **you** or any member of **your home**

d) Indirect Loss or Damage

We will not pay for loss or damage that is not directly associate with the incident that caused **you** to claim, unless expressly stated in this insurance.

e) Electronic Data Exclusion Clause

We will not pay for

1. loss or destruction of or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising therefrom;
2. any legal liability of whatsoever nature;

directly or indirectly caused by or contributed to by or arising from:-

- computer viruses, erasure or corruption of electronic data;
- the failure of any equipment to correctly recognise the date or change of date.

For the purposes of this exclusion "computer virus" means a set of corrupting, harmful or otherwise unauthorised instructions or code including a set of maliciously introduced unauthorised instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature. Computer virus includes but is not limited to 'trojan horses', 'worms' and 'time or logic bombs'.

f) Contracts (Rights of Third Parties) Act 1999 Clarification Clause

A person who is not a party to this insurance has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this insurance but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

g) Biological and Chemical Contamination Clause

We will not pay for

1. loss or destruction of or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising therefrom;
2. any legal liability of whatsoever nature;
3. death or injury to any person;

directly or indirectly caused by or contributed to by or arising from Biological or Chemical contamination due to or arising from:-

- terrorism; and/or
- steps taken to prevent, suppress, control or reduce the consequences of any actual, attempted, threatened, suspected or perceived terrorism.

For the purposes of this exclusion "terrorism" means any act(s) of any person(s) or organisation(s) involving:

- the causing, occasioning or threatening of harm of whatever nature and by whatever means;
- putting the public or any section of the public in fear,

In circumstances in which it is reasonable to conclude that the purpose(s) of the person(s) or organisation(s) concerned are wholly or partly of a political, religious, ideological or similar nature.

h) Loss of value

We will not pay for any reduction in value of the property insured following repair or replacement paid for under this insurance.

i) Wear and Tear

We will not pay for damage caused by wear and tear or any other gradually operating cause.

Claims Conditions applicable to the whole of this insurance

Your duties

In the event of a claim or possible claim under this insurance

1. **you** must notify the claims department as soon as possible giving full details of what has happened. (address and telephone number as shown on the **schedule**)
2. **you** must provide written details of what has happened within 30 days to the claims department (address and telephone number as shown on the **schedule**) and provide any other information **we** may require.
3. **you** must forward within 3 days notice of the claim, if a claim for liability is made against **you**, any letter, claim, writ, summons or other legal document **you** receive.
4. **you** must inform the Police as soon as possible following malicious acts, violent disorder, riots or civil commotion, theft, attempted theft or lost property.
5. **you** must not admit liability or offer or agree to settle any claim without **our** written permission.
6. **you** must take all reasonable care to limit any loss, damage or injury.
7. **you** must provide **us** with reasonable evidence of value or age (or both) for all items involved in a claim.
8. **you** must not abandon any property to **us** without **our** written permission.

If **you** fail to comply with any of the above duties this insurance may become invalid.

How we deal with your claim

1. Defence of claims

We may

- take full responsibility for conducting, defending or settling any claim in **your** name.
- take any action **we** consider necessary to enforce **your** rights or **our** rights under this insurance.

2. Other insurance

We will not pay any claim if any loss, damage or liability covered under this insurance is also covered wholly or in part under any other insurance except in respect of any excess beyond the amount which would have been covered under such other insurance had this insurance not been effected.

3. Fraudulent claims

If **you**, or anyone acting on **your** behalf, make a claim knowing it to be false or fraudulent in amount or in any other respect, this insurance shall be invalid and all claims shall be forfeited.

Buildings

What is covered

What is not covered

<p>This insurance covers the buildings for loss or damage directly caused by</p>	<p>We will not pay</p>
<p>1. fire, lightning, explosion or earthquake</p>	<p>the first £100 of every claim</p>
<p>2. aircraft and other flying devices or items dropped from them</p>	<p>the first £100 of every claim</p>
<p>3. storm, flood or weight of snow</p>	<p>a) for loss or damage caused by subsidence, heave or landslip other than as covered under number 9 of section one b) for loss or damage to domestic fixed fuel-oil tanks in the open, swimming pools, fixed hot tubs, tennis courts, drives, patios and terraces, gates and fences c) the first £100 of every claim</p>
<p>4. escape of water from and frost damage to fixed water tanks, apparatus or pipes</p>	<p>a) for loss or damage caused by subsidence, heave or landslip other than as covered under number 9 of section one b) for loss or damage to domestic fixed fuel-oil tanks, swimming pools and fixed hot tubs c) the first £100 of every claim d) for loss or damage while the home is unoccupied</p>
<p>5. escape of oil from a fixed domestic oil-fired heating installation and smoke damage caused by a fault in any fixed domestic heating installation</p>	<p>a) for loss or damage due to wear and tear or any gradually operating cause b) the first £100 of every claim c) for loss or damage caused by faulty workmanship d) for loss or damage while the home is unoccupied</p>
<p>6. theft or attempted theft</p>	<p>a) for loss or damage while the home is unoccupied b) for loss or damage within the home unless the loss or damage is caused by violent and forcible entry or by deception c) the first £100 of every claim d) for loss or damage which your lodgers or tenants have caused, allowed, chosen to overlook or not reported to the police</p>

Buildings (continued)

What is covered

What is not covered

<p>This insurance covers the buildings for loss or damage directly caused by</p>	<p>We will not pay</p>
<p>7. collision by any vehicle or animal</p>	<p>the first £100 of every claim</p>
<p>8. any person taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously</p>	<p>a) for loss or damage while the home is unoccupied b) the first £100 of every claim</p>
<p>9. subsidence or heave of the site upon which the buildings stand or landslip</p>	<p>a) for loss or damage to domestic fixed fuel-oil tanks, swimming pools, fixed hot tubs, tennis courts, drives, patios and terraces, walls, gates and fences unless the private dwelling is also affected at the same time by the same event b) for loss or damage to solid floors unless the walls of the private dwelling are damaged at the same time by the same event c) for loss or damage arising from faulty design, specification, workmanship or materials d) for loss or damage which compensation has been provided for or would have been but for the existence of this insurance under any contract or a guarantee or by law e) the first £1,000 of every claim f) for loss or damage caused by coastal erosion g) for loss or damage whilst the buildings are undergoing any structural repairs, alterations or extensions</p>
<p>10. breakage or collapse of fixed radio and television aerials, fixed satellite dishes and their fittings and masts</p>	<p>a) for loss or damage to radio and television aerials, satellite dishes, their fittings and masts b) the first £100 of every claim</p>
<p>11. falling trees, telegraph poles or lamp-posts</p>	<p>a) for loss or damage caused by trees being cut down or cut back within the premises b) for loss or damage to gates and fences c) the first £100 of every claim</p>

Buildings (continued)

What is covered

What is not covered

This section of the insurance also covers	We will not pay
<p>A) the cost of repairing accidental damage to</p> <ul style="list-style-type: none"> • fixed glass and double glazing (including the cost of replacing frames) • solar panels • sanitary ware • ceramic hobs <p>all forming part of the home</p>	<ul style="list-style-type: none"> a) the first £100 of every claim b) for damage caused by chipping, denting or scratching c) for loss or damage while the home is unoccupied
<p>B) the cost of repairing accidental damage to</p> <ul style="list-style-type: none"> • domestic oil pipes • underground water-supply pipes • underground sewers, drains and septic tanks • underground gas pipes • underground cables <p>which you are legally responsible for</p>	<ul style="list-style-type: none"> a) for damage due to wear and tear or any gradually operating cause b) the first £100 of every claim c) for loss or damage to any part of the cables or service pipes within the buildings
<p>C) • loss of rent due to you which you are unable to recover</p> <ul style="list-style-type: none"> • additional costs of alternative accommodation, substantially the same as your existing accommodation, which you have to pay for while the buildings cannot be lived in following loss or damage which is covered under section one 	<ul style="list-style-type: none"> (a) any amount over 20% of the sum insured for the buildings damaged or destroyed (b) for loss of rent arising from the tenants leaving the buildings without giving you notice (c) rent the tenants have not paid (d) for loss of rent to any buildings that were unoccupied immediately before the insured event giving rise to a claim (e) for loss of rent or any other expenses you must pay to the letting agent (f) for loss of rent arising from any part of the home that is used for anything other than domestic accommodation (g) for loss of rent after the home is fit to be let out (h) for loss of rent for more than 12 months

Buildings (continued)

What is covered

What is not covered

This section of the insurance also covers	We will not pay
<p>D) expenses you have to pay and which we have agreed in writing for</p> <ul style="list-style-type: none"> • architects', surveyors', consulting engineers' and legal fees • the cost of removing debris and making safe the building • costs you have to pay in order to comply with any Government or local authority requirements <p>following loss or damage to the buildings which is covered under section one</p>	<p>a) any expenses for preparing a claim or an estimate of loss or damage</p> <p>b) any costs if Government or local authority requirements have been served on you before the loss or damage</p>
<p>E) increased domestic metered water charges you have to pay following an escape of water which gives rise to an admitted claim under number 4 of section one</p>	<p>more than £750 in any period of insurance. If you claim for such loss under sections one and two, we will not pay more than £750 in total</p>
<p>F) anyone buying the home who will have the benefit of section one until the sale is completed or the insurance ends, whichever is sooner</p>	<p>if the buildings are insured under any other insurance</p>
<p>G) the cost of finding the source of an escape of water from any fixed water tanks, apparatus or pipes following loss or damage to the buildings which is covered under section one</p>	<p>More than £1,000 in total during the period of insurance.</p>

Buildings (continued)

Accidental damage to the buildings

The following applies only if the **schedule** shows that Accidental Damage to the **buildings** is included.

What is covered

What is not covered

This extension covers	We will not pay
accidental damage to the buildings	<ul style="list-style-type: none"> a) for damage or any proportion of damage which we specifically exclude elsewhere under section one b) for the buildings moving, settling, shrinking, collapsing or cracking c) for damage while the home is being altered, repaired, cleaned, maintained or extended d) for damage to outbuildings and garages which are not of standard construction e) for the cost of general maintenance f) for damage caused by infestation, corrosion, damp, wet or dry rot, mould or frost g) for damage arising from faulty design, specification, workmanship or materials h) for damage from mechanical or electrical faults or breakdown i) for damage caused by dryness, dampness, extremes of temperature or exposure to light j) for damage to swimming pools, fixed hot tubs, tennis courts, drives, patios and terraces, walls, gates and fences, fuel tanks, piers, jetties, bridges, and culverts. k) for any damage caused by or contributed to by or arising from any kind of pollution and/or contamination l) the first £100 of every claim m) for loss or damage while the home is unoccupied

Settling claims

How **we** deal with **your** claim

1. If **your** claim for loss or damage is covered under section one, **we** will pay the full cost of repair as long as:
 - the **buildings** were in a good state of repair immediately prior to the loss or damage and
 - the sum insured is enough to pay for full cost of rebuilding the **buildings** in their present form and
 - the damage has been repaired or loss has been reinstated.

If the **buildings** were not in a good state of repair **we** will deduct an amount from **your** claim.

2. **We** will not pay the cost of replacing or repairing any undamaged parts of the **buildings** which form part of a pair, set, suite or part of a common design or function when the loss or damage is restricted to a clearly identifiable area or to a specific part.
-

Your sum insured

3. **We** will not reduce the sum insured under section one after **we** have paid a claim as long as **you** agree to carry out **our** recommendations to prevent further loss or damage.
 4. If **you** are under insured, which means the cost of rebuilding the **buildings** at the time of loss or damage is more than **your** sum insured for the **buildings**, then **we** will only pay a proportion of the claim. For example if **your** sum insured only covers one half of the cost of rebuilding the **buildings**, **we** will only pay one half of the cost of repair or replacement.
-

Limit of insurance

We will not pay more than the sum insured for each **premises** shown in the **schedule** less any applicable excess.

Contents

What is covered	What is not covered
This insurance covers the contents for loss or damage directly caused by	We will not pay
1. fire, lightning, explosion or earthquake	the first £100 of every claim
2. aircraft and other flying devices or items dropped from them	the first £100 of every claim
3. storm, flood or weight of snow	a) for property in the open b) the first £100 of every claim
4. escape of water from fixed water tanks, apparatus or pipes	the first £100 every claim
5. escape of oil from a domestic fixed oil-fired heating installation and smoke damage caused by a fault in any fixed domestic heating installation	a) for loss or damage due to wear and tear or any gradually operating cause b) for loss or damage caused by faulty workmanship c) the first £100 of every claim
6. theft or attempted theft	a) for loss or damage unless the loss or damage is caused by a violent and forcible entry or by deception b) any amount over £500 or 3% of the sum insured for contents whichever is greater, within detached domestic outbuildings and garages c) for money, certificates, documents or valuables d) for loss or damage which your lodgers or tenants have caused, allowed, chosen to overlook or not reported to the police e) for loss or damage while the home is unoccupied f) the first £100 of every claim
7. collision by any vehicle or animal	the first £100 of every claim
8. any person taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously	a) for loss or damage while the home is unoccupied b) for loss or damage caused unless loss or damage follows a violent and forcible entry or by deception c) for loss or damage which your lodgers or tenants have caused, allowed, chosen to overlook or not reported to the police d) the first £100 of every claim

Contents continued

What is covered	What is not covered
<p>This insurance covers the contents for loss or damage directly caused by</p>	<p>We will not pay</p>
<p>9. subsidence or heave of the site upon which the buildings stand or landslip</p>	<ul style="list-style-type: none"> a) for loss or damage following damage to solid floors unless the walls of the private dwelling are damaged at the same time by the same event b) for loss or damage arising from faulty design, specification, workmanship or materials c) for loss or damage which but for the existence of this insurance would be covered under any contract or a guarantee or by law d) for loss or damage whilst the buildings are undergoing any structural repairs, alterations or extensions e) for loss or damage by coastal erosion f) the first £100 of every claim
<p>10. falling trees, telegraph poles or lamp-posts</p>	<ul style="list-style-type: none"> a) for loss or damage caused by trees being cut down or cut back within the premises b) the first £100 of every claim

Settling claims

How **we** deal with **your** claim

1. If **you** claim for loss or damage to the **contents we** will at **our** option indemnify **you** by payment, replacement, reinstatement or repair. A deduction for wear and tear will be made in respect of:
 - a) Property not proved to be less than 1 year old at the time of loss or damage
 - b) Household linen, clothing
 - c) Pedal cycles
 - d) Any item not repaired or replaced and which are less than 1 year old at the time of loss or damage
 2. **We** will not pay the cost of replacing or repairing any undamaged parts of the **contents** which form part of a pair, set or suite or part of a common design or function when the loss or damage is restricted to a clearly identifiable area or to a specific part.
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Your sum insured

3. **We** will not reduce the sum insured under section two after **we** have paid a claim as long as **you** agree to carry out **our** recommendations to prevent further loss or damage.
 4. If **you** are under insured, which means the cost of replacing or repairing the **contents** at the time of the loss or damage is more than **your** sum insured for the **contents**, then **we** will only pay a proportion of the claim. For example if **your** sum insured only covers one half of the cost of replacing or repairing the **contents**, **we** will only pay one half of the cost of repair or replacement.
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Limit of insurance

We will not pay any more than the sum insured for the **contents** of each **premises** shown in the **schedule** less any applicable excess.

Legal Liability to the Public

This section applies only if the **schedule** shows that either the **buildings** are insured under section one or the **contents** are insured under section two of this insurance.

Part A

Part A of this section applies in the following way:

- if the **buildings** only are insured, **your** legal liability as owner only but not as occupier is covered
- if the **buildings** and **contents** are insured, **your** legal liability as owner or occupier is covered

We will indemnify you	We will not indemnify you for any liability
<p>As owner or occupier for any amounts you become legally liable to pay as damages for</p> <ul style="list-style-type: none"> • bodily injury • damage to property <p>caused by an accident happening at the premises during the period of insurance</p>	<ul style="list-style-type: none"> a) for bodily injury to <ul style="list-style-type: none"> • you • any other permanent member of the home. • any person who at the time of sustaining such injury is engaged in your service b) for bodily injury arising directly or indirectly from any communicable disease or condition c) arising out of any criminal or violent act to another person or property d) arising directly or indirectly out of any profession, occupation, business or employment e) which you have assumed under contract and which would not otherwise have attached f) arising out of your ownership, possession or use of: <ul style="list-style-type: none"> i) any motorised or horsedrawn vehicle other than domestic gardening equipment used within the premises ii) any power-operated lift iii) any aircraft or watercraft other than manually operated rowing boats, punts or canoes iv) any animal other than cats, horses, or dogs which are not designated as dangerous under the Dangerous Dogs Act 1991 g) in respect of any kind of pollution and/or contamination other than: <ul style="list-style-type: none"> • caused by a sudden, identified, unexpected and unforeseen accident which happens in its entirety at a specific moment of time during the period of insurance at the premises named in the schedule; and • reported to us not later than 30 days from the end of the period of insurance; <p>in which case all such pollution and/or contamination arising out of such accident shall be deemed to have happened at the time of such accident</p> h) arising out of your ownership, occupation, possession or use of any land or building that is not within the premises i) if you are entitled to indemnity under any other insurance, including but not limited to any horse or travel insurance, until such insurance(s) is exhausted

Legal Liability to the Public (continued)

Part B

We will indemnify you for	We will not indemnify you
any amount you become legally liable to pay under Section 3 of the Defective Premises Act 1972 or Article 5 of the Defective Premises (Northern Ireland) Order 1975 in connection with any home previously owned and occupied by you	<ul style="list-style-type: none">• for any liability if you are entitled to indemnity under any other insurance• for the cost of repairing any fault or alleged fault

Limit of insurance

We will not pay

- in respect of pollution and/or contamination:- more than £2,000,000 in all
- in respect of other liability covered under section three:- more than £2,000,000 for any one accident or series of accidents arising out of any one event, plus the costs and expenses which **we** have agreed in writing.

Endorsements

The following clauses apply only if they are mentioned in the **schedule**.

1. Non-standard construction clause

It is agreed that the private dwelling of the **home** is not of **standard construction**.

2. Subsidence, heave or landslip exclusion clause

Subsidence or heave of the site upon which the **buildings** stand or landslip as shown in cover item 9 of sections one (buildings) and two (contents) is not covered by this insurance.

3. Flood exclusion clause

Section one (buildings) and section two (contents) of this insurance do not cover loss or damage caused by flood other than directly resulting from escape of water from fixed water tanks, apparatus or pipes as shown in cover item 4 of sections one and two.

4. Storm Exclusion clause

Section one (buildings) and section two (contents) of this insurance do not cover loss or damage caused by storm as shown in cover item 3 of sections one and two.

5. Contractors exclusion clause

This insurance does not cover loss, damage or liability arising out of the activities of contractors.

6. Index-linking clause

The sums insured in section one (buildings) and section two (contents) will be indexed each month in line with the following:

Section one (buildings): The House Rebuilding Cost Index issued by the Royal Institution of Chartered Surveyors.

Section two (contents): The Consumer Durables Section of the General Index of Retail Prices or a similar index selected by **us**.

We will not charge **you** an extra premium for any monthly increase, but at each renewal **we** will calculate the premium using the new sums insured.

For **your** protection should the index fall below zero **we** will not reduce the sum insured.

7. Your bank or building societies interest clause

The rights of the bank or building society who provided **your** mortgage will not be affected by anything **you** do to increase the risk of loss or damage to the **home** provided that they were unaware of such action. The bank or building society must write and tell **us** as soon as they become aware of any action **you** have taken to increase the risk of loss or damage. They may also have to pay an extra premium which **you** will have to repay them.

8. Flat Roof Endorsement

This insurance does not cover any loss or damage as a result of Storm unless the areas of flat roof are checked at **your** expense, at least every 5 years. Any defects brought to light by that inspection shall be repaired immediately.

9. Minimum Security clause

This insurance does not cover loss or damage from unauthorised entry to the private dwelling of the **home** unless the undernoted minimum protections are fitted.

External Doors: 5 Lever Mortice Deadlocks (conforming to British Standard 3621).

Patio Doors: In addition to a central locking device, key operated bolts to top and bottom opening sections.

Windows: Key operated security locks to all ground floor and other accessible windows.

10a. Unoccupancy clause

While the **home** is unoccupied:

Section one (Buildings) and Section two (Contents) of this insurance do not cover.

- a) Loss or damage by escape of water from and frost damage to fixed water tanks, apparatus or pipes **UNLESS** the water is turned off at the mains and all tanks and pipes are drained, **OR** the central heating system is in continuous operation to maintain a minimum temperature of 58 degrees Fahrenheit / 15 degrees Celsius between the 1st October and the 1st April inclusive.

You must arrange for weekly supervision to be carried out by either **you** or **your** representative. A visit record of dates, times and any observations must be recorded in a central inspection record. Presentation of which will be required in the event of a claim.

10b. Unoccupancy clause

If the **home** is **unoccupied** it is a condition of the policy that **you** must comply with the following:-

- 1) All security must be maintained and placed in operation whenever the **home** is unattended
- 2) The water must be switched off at the mains and the water system drained **OR** the heating must be maintained at a minimum 15 degrees centigrade or 58 degrees Fahrenheit at all times
- 3) The gas and electricity must be turned off at the mains unless used to maintain the security and/or heating of the **home**
- 4) Any tanks containing fuel or other inflammable liquid must be drained and purged within the first 30 days of vacancy unless used to maintain heating of the **home**
- 5) The home must be inspected both internally and externally at least once a week by either you or your representative. A visit record of dates, time and any observations must be recorded in a central inspection record. Presentation of which will be required in the event of a claim
- 6) All waste refuse and other disused combustible material including accumulated mail will be cleared internally and externally from the **home** and removed from the premises at least once a week
- 7) Advise **your** Insurance Advisor/Broker as soon as the property tenancy status alters.

11. Cooking Clause

This insurance does not cover loss or damage as a result of fire unless cooking is confined to the designated kitchen area only.

12. Electrical Clause

This insurance does not cover any loss or damage as a result of fire unless the electricity supply system has been inspected and tested at least once every 10 years, or as stated on the Current Electrical Certificate, by a contractor approved by the National Inspection Council of Electrical Installing Contracting (NICEIC). Any faults found must be corrected in line with regulations of the Institute of Electrical Engineers. A certificate of compliance issued by the Inspector is to be produced at inception and lodged with the broker who placed this insurance after each inspection.

16. Contents of common areas

Definition of **buildings** shall extend 'landlords fixtures and fittings' to include landlords **contents** comprising furniture, furnishings, carpets and other property in the common hall, stairway and other common parts (including storage rooms and compartments) of the **home** all belonging to **you** or for which **you** are legally responsible excluding:

- a) any loss and/or damage in excess of £5000
- b) Valuables
- c) money, stamps, certificates, cheques, securities or documents
- d) television, video and audio equipment and computers
- e) clothing and Personal Possessions
- f) animals
- g) property more specifically insured
- h) property in the open
- i) motor vehicles, their contents or accessories

If **you** claim for loss or damage to the **Contents of Common Areas** we will at **our** option indemnify **you** by payment, replacement, reinstatement or repair. A deduction for wear and tear will be made in respect of:

- i. property not proved to be less than one year old at the time of loss or damage
- ii. household linen, clothing, pedal cycles
- iii. any items not repaired or replaced and which are less than one year old at the time of loss or damage

17. Single flat

In the event of loss or damage arising from the insured causes to the common parts of the building which the insured flat forms part of, **our** liability is limited to the percentage the said flat bears to the total number of flats forming the building. In any event **our** maximum liability is the sum insured stated.

18. Part commercial property

It is hereby noted and agreed that the definition of **home** also includes any commercial portion of the **premises**.

19. Unoccupied cover (level 2) extension

It is noted that the following cover items are specifically included under the policy cover when the **home** is **unoccupied** :

- a) cover item 4 "Escape of water from and frost damage to fixed water tanks, apparatus or pipes",
- b) cover item 5 "Escape of oil from a fixed domestic oil fired heating installation and smoke damage caused by a fault in any fixed domestic heating installation"
- c) cover item A) under buildings section one, the cost of repairing accidental damage to
 - Fixed glass and double glazing (including the cost of replacing frames)
 - Solar panels
 - **Sanitary ware**
 - Ceramic hobsAll forming part of the **home**

20. Unoccupied cover (level 3) extension

It is noted that the following cover items are specifically included under the policy cover when the **home** is **unoccupied** :

- a) cover item 4 "Escape of water from and frost damage to fixed water tanks, apparatus or pipes",
- b) cover item 5 "Escape of oil from a fixed domestic oil fired heating installation and smoke damage caused by a fault in any fixed domestic heating installation"
- c) cover item 6 " Theft or Attempted theft"
- d) cover item 8 " Any person taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously"
- e) cover item A) under buildings section one, the cost of repairing accidental damage to
 - Fixed glass and double glazing (including the cost of replacing frames)
 - Solar panels
 - **Sanitary ware**
 - Ceramic hobsAll forming part of the **home**

21. Occupancy alteration (1)

In the event of the **home** becoming occupied **you** must advise us of full details of the tenant(s). Subject to tenancy type **your** existing policy cover will be increased to include "What is covered", items 1,2,3,4,5,6,7,8,10 & 11 unless any of the items are specifically excluded by endorsement. Occupancy is a material fact of **your** policy and failure to inform us of any change may result in this insurance becoming invalid.

22. Occupancy alteration (2)

In the event of the **home** becoming occupied **you** must advise us of full details of the tenant(s). Subject to tenancy type **your** existing policy cover will be increased to include "What is covered", items 1,2,3,4,5,6,7,8,9,10 & 11 unless any of the items are specifically excluded by endorsement. Occupancy is a material fact of **your** policy and failure to inform us of any change may result in this insurance becoming invalid.

24. Amended Policy Excess (1)

It is hereby noted and agreed that the excess applicable to occupied properties are amended to read

- a) Buildings £250
- b) Contents £250
- c) Malicious Damage £250
- d) Flood excess £250
- e) Subsidence £1,000

26. Amended Policy Excess (3)

It is hereby noted and agreed that the excess applicable to occupied properties are amended to read

- | | |
|---------------------|--------|
| a) Buildings | £500 |
| b) Contents | £500 |
| c) Malicious Damage | £500 |
| d) Flood excess | £500 |
| e) Subsidence | £1,000 |

32. Voluntary X/S Clause (£150)

Please note all declared excesses applicable to this policy and schedule are increased by £150 (except for item 9, subsidence that remains unaltered).

33. Voluntary X/S Clause £400

Please note all declared excesses applicable to this policy and schedule are increased by £400 (except for item 9, subsidence that remains unaltered).

34. Voluntary X/S Clause £900

Please note all declared excesses applicable to this policy and schedule are increased by £900 (except for item 9, subsidence that remains unaltered).

35. Grade listed building (electrical certificate)

It is a condition of the policy cover that the premises has a current NICEIC electrical certificate. This certificate must be no older than 5 years. In the event of a fire claim the insurers will require sight of this NICEIC certificate and failure to supply this may result in the claim being declined.

36. Increased Property Owners Liability to £5,000,000

The limit of insurance in respect of other liability covered under Section Three - Legal Liability to the Public (as owner only, but not as occupier), is amended to state: "more than £5,000,000 for any one accident or series of accidents arising out of any one event, plus the costs and expenses which **we** have agreed in writing". The limit of insurance in respect of pollution and/or contamination remains unchanged.

37. Part unoccupied Condition

It is noted that **we** are insuring flats under this policy. If any part **your** property is currently untenanted or becomes untenanted during the policy period cover restrictions applying specifically to **unoccupied** properties will apply to this untenanted portion of the property.

You must advise us as soon as there is a change in occupancy of any part of the **premises**.

38. Non Invalidation Clause

This insurance will not be invalidated by any act, omission or alteration either unknown to **you** or beyond **your** control which increases the risk of loss or damage to the **home** provided that **you** were unaware of such action.

You must write and tell **us** as soon as **you** become aware of any action that has been taken to increase the risk of loss or damage and **you** may also have to pay an extra premium.

However, this clause does not override any specific exclusions or clauses.

39. Cancellation Endorsement

It is noted that if after the Cooling off period (see page 3) **You** request this policy is cancelled within the first 6 months of cover **We** will make a minimum charge for the cover provided of 50% of the annual premium. After this initial 6 month period the policy will be cancelled pro rata. If however, a claim has occurred in the current **period of insurance** **We** reserve the right to make no refund.

40. Unoccupied property at inception

This is a let property scheme but it is noted and agreed that **your** property is **unoccupied** at the policy inception date but will be **occupied** within a period of 90 days. If within this 90 days **you** have not confirmed the property is **occupied** and provided **us** with the type of tenant the policy will be cancelled. If the policy is cancelled for this reason **we** will make a charge for the period of cover provided being 40% of annual premium.

41. Plate Glass Shop Front Exclusion Clause

Section one (buildings) of this insurance does not cover any loss or damage to plate glass windows and shop fronts.

42. Multi Property

It is hereby noted and agreed that the policy limits and excesses in this insurance apply to each premises as if a separate policy was issued.

43. Cooking Clause (2)

We will not pay for any loss or damage to any property or any loss or expense, consequential loss or legal liability arising out of cooking in rooms unless they are fitted out and designated as kitchens or unless that comply with the Regulatory Reform (Fire Safety) Order 2005.

44. Level 3 Excess Alteration

It is hereby noted and that the excess applicable for peril 6 "theft or attempted theft " and peril 8, "any person taking part in a riot , violent disorder, strike, labour disturbances, civil commotion or acting maliciously" is increased by an additional £150.

45. Unattached Fixtures and fittings awaiting installation

It is noted that the definition of contents is amended to include the additional following item:

- Unattached fixtures and fittings awaiting installation to the buildings
- All other items shown on this definition remain unaltered.

46. Increase Excess Clause

It is noted that all declared excesses applicable to this policy and schedule are increased by £150 (Except for item 9, subsidence that remains unaltered).

47. Unoccupied Cover Level 1 - (Restrictions)

It is noted that under section one (buildings), "What is covered", only the 2 following additional covers will apply:

- d) The expenses **you** have to pay and which **we** have agreed in writing for
 - Architects, surveyors, consulting engineers, and legal fees
 - The cost of removing debris and making safe the **building**
 - Costs **you** have to pay in order to comply with any government or local authority requirementsFollowing loss or damage to the buildings which is covered under section one.
- f) Anyone buying the **home** who will have the benefit of section one until the sale is completed or the insurance ends, whichever is sooner

The remaining additional covers a), b), c), e) and g) will not apply and are specifically excluded.

48. Increased Excess applies

It is hereby noted that the standard excess of £100 stated in the certificate wording is increased to £500 in respect of the following sections:

Section one (buildings) Peril 4 " escape of water from and frost damage to fixed water tanks , apparatus or pipes and section two (contents) Peril 4 "escape of water from fixed water tanks, apparatus or pipes".

49. Malicious damage by tenant

It is hereby noted and agreed that under section one (buildings) what is covered Peril 8 "any person taking part in a riot ,violent disorder, strike, labour disturbance, civil commotion or acting maliciously" the exclusions are deleted and replaced with the following:

What is not covered:

- a) For loss or damage whilst the **home** is **unoccupied**
- b) The first £100 of any claim
- c) More than £5,000 where the malicious damage is caused by a person lawfully allowed in **your home**.



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